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10/610,946	06/30/2003	Heidi L. Bishke	YOR920030086US1	4102
48915 7590 10/08/2008 CANTOR COLBURN LLP-IBM YORKTOWN 20 Church Street 22nd Floor Hartford, CT 06103				
EXAMINER CHUMPTIAZ, BOB R				
ART UNIT		PAPER NUMBER		
3629				
NOTIFICATION DATE		DELIVERY MODE		
10/08/2008		ELECTRONIC		

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

usptopatentmail@cantorcolburn.com

# Office Action Summary

## Application No.

10/610,946

## Applicant(s)

BRISHKE ET AL.

## Examiner

BOB CHUMPITAZ

## Art Unit

3629

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 6/13/2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

## Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

## Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-946)
- 3) ☐ Information Disclosure Statement(s) (PTO/SF/ICE)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

### **DETAILED ACTION**

The following is a Final Office action in response to communication received June 13, 2008. Claims 16-20 have been added. Therefore, claims 1-20 are pending and addressed below.

#### ***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

**Claims 1, 3-7, 9-12 are rejected under 35 U.S.C. 102(b) as being anticipated by**

**Puram et al. (US 6,289,340) (hereafter Puram).**

**As per claim 1**, Puram discloses a method of procuring a supplemental worker for a job, comprising:

receiving a request form from a hiring entity for a supplemental worker, said request form including: a work location; (col. 5, line 35-43 preferred geographical region of employment; see also, col. 6, line 54 - col. 7, line 20 position profile, company global hiring rules); and

at least one skill type; a skill level associated with said at least one skill type (col. 5, line 60—col. 6, line 15 each selected skill is assigned a skill level; see also, col. 4, line 30-53 skills levels ); and

a quantity of supplemental workers required for performing said job (col. 7, line 34- 67, employer needs data and satisfactory size); and

generating a list of at least one supplier candidate by accessing a data repository, said list of at least one supplier candidate satisfying criteria provided in said request form (col. 7, line 22-27 search result for candidates whose skills profiles match or exceeds specific criteria; see also, col. 8, line 35-46); and  
providing said list of at least one supplier candidate to said hiring entity (col. 6, line 66 - col. 7, line 2, storage medium consisting of candidate skills; see also, col. 7, lines 4-39, generates a sub-pool of qualified candidates); and  
wherein said data repository stores predefined skill types, predefined skill levels, supplier locations, and pre-negotiated pay rates (col. 2, line 44-58 storage medium; see also, col.8, line 61 – col. 9, line 10 compare rates charged by each candidate to market rate).

**As per claim 3**, Puram further discloses wherein said skill types are coded and selectable by said hiring entity (col. 4, lines 6-22 auxiliary table correlates a numerical value with specific skill or experience level, technical skill table).

**As per claim 4**, Puram further discloses wherein said request form includes an editable text field operable for entering a skill type (col. 3, lines 50-58 tables or worksheets where candidate enters or alters skill type and skill level).

**As per claim 5**, Puram further discloses wherein said request form includes a pay category option operable for calculating a salary (col.8, line 61 - col. 9, line 10 market analysis and pay rate based on a short list of qualified candidates).

**As per claim 6**, Puram further discloses wherein information relating to said list of at least one supplier candidate is stored in said data repository, said information including: a supplier name; a supplier address; a supplier telephone number; a point of contact; and pre-negotiated pricing information based upon skill types and skill levels (col. 2, line 59 – col. 3, line 17 database for candidate skills information).

**As per claim 7**, Puram further discloses a storage medium encoded with machine-readable computer program code for procuring a supplemental worker for a job, said storage medium including instructions for causing a computer to implement: receiving a request form from a hiring entity for a supplemental worker, said request form including: a work location; at least one skill type; a skill level associated with said at least one skill type; and a quantity of supplemental workers required for performing said job; generating a list of at least one supplier candidate by accessing a data repository, said list of at least one supplier candidate satisfying criteria provided in said request form; and providing said list of at least one supplier candidate to said hiring entity; wherein said data repository stores predefined skill types, predefined skill levels, supplier locations, and pre-negotiated pay rates (col. 2, lines 35-58 apparatus, system, and method use relational databases; see also, Figs. 1a-1b, and associated text).

**As per claim 9**, Puram further discloses wherein said skill types are coded and selectable by said hiring entity (col. 4, lines 15-22 and col. 4, lines 54-67 auxiliary table wherein skill level is correlated with a numerical value; see also, col.5, lines 29-34 storage medium).

**As per claim 10**, Puram further discloses wherein said request form includes an editable text field operable for entering a skill type (col. 4, lines 54-67 candidate enters or alters skills in a table; see also, col.5, line 29-34 storage medium).

**As per claim 11**, Puram further discloses wherein said request form includes a pay category option operable for calculating a salary (col. 8, line 47 – col. 9, line 10 apparatus used to perform market price analysis and pay rate for candidate in respect to skills; see also, col.5, line 29-34 storage medium).

**As per claim 12**, Puram further discloses wherein information relating to said list of at least one supplier candidate is stored in said data repository, said information including: a supplier name; a supplier address; a supplier telephone number; a point of contact; and pre-negotiated pricing information based upon skill types and skill levels (col. 5, lines 29-43 storage medium associated with information for the candidate).

**Claims 13-15 are rejected under 35 U.S.C. 102(b) as being anticipated by O'Neill (US 2004/0059583) or Puram.**

**As per claim 13**, O'Neill and Puram disclose a host system in communication with at least one hiring entity, at least one supplier entity, and a commodity council entity, said host system (O'Neill: ¶ [0029-0031, talent management system coupled with at least one workplace company and multiple supplier entities]; Puram: col. 3, lines 17-45, computer connected via network with

candidate entity, employer entity, and a database; see also Fig. 1c and associated text) comprising:

a server executing a requisitioning tool, a procurement engine, and a workflow application (O'Neill: ¶ [0029-0030, server, Fig. 1 item 120]; Puram: col. 3, lines 30-39, server that carries and access databases which stores and process data, see also Fig. 1c, item 55); and

a data repository in communication with said server via a network, said data repository storing predefined skill types, predefined skill levels, supplier locations, and pre-negotiated pay rates (O'Neill: ¶ [0028-0029 and 0033, database comprising information related to supplier entities, see also Fig. 1 item 115]; Puram: col. 2, lines 44-58, storage medium, see also Fig. 1a, item 10); and

a supplemental workforce system executing on said server (O'Neill: pg. 2, [0031, workplace manager operating in a webserver; see also Fig. 1, item 110]; Puram: Fig.1b, item 25, network and internet server); and

a request form generated by said supplemental workforce system; (O'Neill: pg. 3 [0038 reports; see also, Fig. 4 item 470]; Puram: col. 3, lines 50-67, tables or worksheets, see also Figs. 5-11b, and associated text).

Puram discloses wherein said supplemental workforce system performs: receiving a completed request form from a hiring entity for a supplemental worker, said completed request form including a work location (col. 5, line 35-43, preferred geographical region of employment; see also, col. 6, line 54 - col. 7, line 20, position profile, company global

hiring rules); and at least one skill type, a skill level associated with said at least one skill type (col. 5, line 6 - col. 6, line 15, each selected skill is assigned a skill level; see also, col. 4, line 30-53, skills levels); and a quantity of supplemental workers required for performing said job (col. 7, line 34- 67, employer needs data and satisfactory size); and generating a list of at least one supplier candidate by accessing said data repository, said list of at least one supplier candidate satisfying criteria provided in said completed request form; and providing said list of at least one supplier candidate to said hiring entity (col. 6, line 66 - col. 7, line 2, storage medium consisting of candidate skills; see also, col. 7, lines 4-39, generates a sub-pool of qualified candidates).

**As per claim 14**, O'Neill and Puram further disclose wherein said supplemental workforce system automatically transmits said completed request form with an approved supplier candidate to said requisitioning tool operable for generating a requisition (O'Neill: ¶ [0035-0038, purchase order approval and reports are automatically generated]; Puram: col. 7, lines 5-20, computing device that performs automated data processing, see also Fig. 3, and associated text).

**As per claim 15**, O'Neill and Puram further disclose wherein said supplemental workforce system automatically transmits said requisition to said procurement engine operable for generating a purchase order (O'Neill: ¶ [0038-0040, reports automatically generated in accordance with workflow and a purchase order request interface]; Puram: col. 8, lines 30-60, apparatus, system, and method provides instantaneous searching and matching).



***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

**Claims 2 and 8 are rejected under 35 U.S.C. 103(a) as being unpatentable over**

**Puram in view of O'Neill.**

As per claim 2, Puram discloses claim 1 as rejected above but does not explicitly disclose upon acceptance of said request form, automatically transmitting said request form to a requisitioning tool, said requisitioning tool operable for generating a requisition; and upon approval of said requisition, automatically transmitting said requisition to a procurement engine, said procurement engine operable for generating a purchase order.

However, O'Neill teaches wherein reports are automatically generated in accordance with workflow once a purchase order is approved and wherein automatic reminders or notices are sent to the designated parties which assist in managing the talent and provides a screen shot of a menu that allows selection for creating new purchase orders ¶ [0038-0039 reports automatically generated, confirming approval, manage procurement and administration, creating new purchase orders; see also ¶ [0008, providing reports and automated notices]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the computer hosted method and system of Puram by including a process that automatically generates a request form as taught by O'Neill in

order to provide a method and system with comprehensive reporting which will therefore improve back office processes and will provide for best service practices.

**As per claim 8**, Puram discloses claim 7 as rejected above but does not explicitly disclose the storage medium of claim 7 further comprising instructions for causing said computer to implement: upon acceptance of said request form, automatically transmitting said request form to a requisitioning tool, said requisitioning tool operable for generating a requisition; and upon approval of said requisition, automatically transmitting said requisition to a procurement engine, said procurement engine operable for generating a purchase order.

However, O'Neill discloses a computer readable media that executes instructions and interfaces with different fields that gather and store information from a database (§ [0028, computer executed instructions stored in a computer readable media; and § [0031-0032, fields in the interfaces that are automatically filled with prior purchase order information gathered from database; see also § [0038-0039, reports are automatically generated in accordance to workflow rules ]; see also § [0054 screens are one example of interface)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the computer hosted method and system of Puram by including a database where information is stored and inputted via an interface as taught by O'Neill in order to be more efficient and minimize the efforts or time to generate new purchase orders.

**Claims 16 and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Puram in view of Lacy et al. (US 6,524,109 B1) (hereafter Lacy).**

**As per claim 16**, Puram discloses claim 1 as rejected above but does not explicitly disclose wherein hiring entities represent distinct divisions of a business enterprise seeking the supplemental worker, each of the hiring entities distinguished by geographic location, organization structure, and commodity group (Puram: col. 5, lines 35-43, preferred geographical region of employment; see also, col. 6, line 54 - col. 7, line 20, position profile, company global hiring rules).

However, Lacy teaches where entities represented in this structure could include non-profit or government entities or any other type of organizational unit, and multiple corporate divisions by Division 1 through Division N exist within the corporate structure (col.7, lines 50-67 entity hierarchical structure....corporate entity devoted to a particular product line or lines, or located within a particular geographical region...the divisions are further sub-divided into groups; see also, col. 9, lines 13-16, 49-52 particular skill required at the corporate, division, or group level).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the computer hosted method and system of Puram to include the entity hierarchical structure as taught by Lacy in order to facilitate the procurement and administration of temporary staff sourced from multiple vendors to the workplace company.

**As per claim 18**, Puram discloses claim 7 as rejected above, but does not explicitly disclose wherein hiring entities represent distinct divisions of a business enterprise seeking the supplemental worker, each of the hiring entities distinguished by geographic location, organization structure, and commodity group.

However, Lacy teaches a storage device and where entities represented in this structure could include non-profit or government entities or any other type of organizational unit, and multiple corporate divisions by Division 1 through Division N exist within the corporate structure (col.7, lines 50-67 entity hierarchical structure....corporate entity devoted to a particular product line or lines, or located within a particular geographical region...the divisions are further sub-divided into groups; see also, col. 9, lines 13-16, 49-52 particular skill required at the corporate, division, or group level; see also, col. 10, lines 5-8 the hierarchical skill structure is stored in a storage device).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the computer hosted method and system of Puram to include a storage device as taught by Lacy in order to facilitate the data capture of the procurement and administration of temporary staff sourced from multiple vendors to the workplace company.

**Claims 17 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Puram in view of Lacy and in further view of O'Neill.**

As per claim 17, Puram and Lacy disclose claim 16 as rejected above, but do not explicitly disclose wherein each of the commodity groups is managed by an associated commodity council entity, the commodity council entities performing:

negotiating and maintaining agreements with core workforce suppliers.

However, O'Neill discloses a talent management system (TMS) that facilitates the procurement and administration of temporary staff sourced from multiple vendors all of whom serve as a primary vendor and provides centralized corporate management and negotiation of an agreement between one or more vendors and a workplace company (§ [0005, 0008, 0038, 0050, 0055-0057 system provides the ability to manage the procurement and administration of talent much more easily than dealing with each vendor separately....TMS provides a network based implementation of an improved process that allows workplace managers, with delegated authority, to initiate the procurement of temporary staff from corporate pre-approved suppliers using any one of a familiar manner, such as by calling, emailing or faxing the vendor while still providing]; see also, § [0034; talent management system...block 410 represents a negotiation of an agreement between one or more vendors and a workplace company]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the management of Puram and staffing requirements of Lacy to

include a talent management system as taught by O'Neill in order to provide a method and system that facilitates management of temporary staff by providing tools such as reports and automatic notices to aid in management decisions.

Puram, Lacy and O'Neill do not explicitly disclose wherein adding and changing core workforce suppliers.

However, O'Neill teaches a menu created by a server that identifies functions for a staffing vendor which allows selection of creating new purchase orders, extending, confirming approval, checking, reviewing, adding and editing, reporting, and obtaining a list of service locations (§ [0039]). In addition, O'Neill teaches a direct correlation between the talent management system for facilitating the procurement and administration of temporary staff sourced from multiple vendors where corporate pre-approves suppliers (§ [0055]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify O'Neill to include adding and changing core workforce suppliers within the corporate pre-approval supplier process already disclosed. As per teachings of O'Neill, it is well known in the art to change or update suppliers within corporate pre-approval supplier process based on the corporate decision, goals or needs for the specific company. This would give the company the assurance that all their current or new supplier needs are met on a constant basis.

Puram, Lacy and O'Neill do not explicitly disclose creating and modifying rate tables.

However, Puram discloses several tables or worksheets associated with various types of skills which candidates are allowed to access, alter or author data in a record associated with him/herself via a series of windows to fill the several tables or worksheets with the associated skills that the candidate possesses (col. 3, lines 49-58, see Figs. 5-8). In addition Puram teaches a direct correlation between candidate skills and rates charged by candidates and/or paid by employers for the combination of skills sought (col. 8, lines 61-67).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Puram to include rate tables for the various entered, altered skills data with the correlated rates being charged. As per teachings of Puram, it is well known in the art to create and modify information such as rate within a table or worksheet. This would allow the company to display and compare the rates charged by each candidate along with the candidate skills to identify which candidate offers the best value.

Puram does not explicitly disclose ensuring that associated hiring entities are in compliance with regard to procuring core workforce suppliers...

However, Lacy and O'Neill teach the following, wherein Lacy teaches a list of license and certifications that are required for the users' current employment position wherein the certifications are required for a given user by the user's corporate division (**Lacy**: col. 9, lines 11-36 list of licenses and certifications; see Fig. 6, 7 certifications); and O'Neill teaches negotiating agreements with vendors and work place companies, and also teaches rules that are provided specifying the relationship between each vendor and a workplace company where the rules relate to agreements for provision of talent, and encapsulate the terms and conditions for procuring and administration of the talent. The rules also relate to the approval process required within the workplace company  
**(O'Neill: ¶ [0032-0034 rules are provided specifying the relationship between each vendor and a workplace company]; see also, Fig. 3: pay rate & Fig. 4: negotiate agreement])**

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the licensing and certification data of Lacy and conditions for procuring and administration of O'Neill to include additional parameter used for hiring decisions as taught by Puram in order to provide associated hiring entities with qualified candidates which will leaves a more valuable pool of candidates from which to select for subsequent positions.

In addition, Puram further discloses ...at the pre-negotiated pay rates (col. 6, line 54 – col. 7, line 2 additional parameters used by the company to make hiring decisions



wherein it does not limit the type of parameter). The pay rates disclosed in Puram may be included as a type of parameter that a company may use to make a hiring decision and wherein the associated information is stored in databases, and would make this element of the claim to be explicitly disclosed under Puram.

**As per claim 19**, Puram and Lacy disclose claim 18 as rejected above, but do not explicitly disclose wherein each of the commodity groups is managed by an associated commodity council entity, the commodity council entities performing:

negotiating and maintaining agreements with core workforce suppliers;

However, O'Neill discloses a talent management system (TMS) that facilitates the procurement and administration of temporary staff sourced from multiple vendors all of whom serve as a primary vendor and provides centralized corporate management and negotiation of an agreement between one or more vendors and a workplace company (¶ [0010-0011, 0028-0029 data stored in a database of the talent management system....TMS comprises a server that is coupled to a database]; see also, ¶ [0005, 0008, 0038, 0050, 0055-0057 system provides the ability to manage the procurement and administration of talent much more easily than dealing with each vendor separately....TMS provides a network based implementation of an improved process that allows workplace managers, with delegated authority, to initiate the procurement of temporary staff from corporate pre-approved suppliers using any one of a familiar manner, such as by calling, emailing or faxing the vendor while still providing]; see also,

¶ [0034; talent management system...block 410 represents a negotiation of an agreement between one or more vendors and a workplace company]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the management of Puram and staffing requirements of Lacy to include a talent management system as taught by O'Neill in order to provide a method and system that facilitates management of temporary staff by providing tools such as reports and automatic notices to aid in management decisions.

Puram, Lacy and O'Neill do not explicitly disclose wherein adding and changing core workforce suppliers.

However, O'Neill teaches a menu created by a server that identifies functions for a staffing vendor which allows selection of creating new purchase orders, extending, confirming approval, checking, reviewing, adding and editing, reporting, and obtaining a list of service locations (¶ [0039]). In addition, O'Neill teaches a direct correlation between the talent management system for facilitating the procurement and administration of temporary staff sourced from multiple vendors where corporate pre-approves suppliers (¶ [0055]; see also, ¶ [0010-0011, 0028-0029 data stored in a database of the talent management system....TMS comprises a server that is coupled to a database]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify O'Neill to include adding and changing core workforce suppliers within the corporate pre-approval supplier process already disclosed. As per teachings of O'Neill, it is well known in the art to change or update suppliers within corporate pre-approval supplier process based on the corporate decision, goals or needs for the specific company. This would give the company the assurance that all their current or new supplier needs are met on a constant basis.

Puram, Lacy and O'Neill do not explicitly disclose creating and modifying rate tables.

However, Puram discloses several tables or worksheets associated with various types of skills which candidates are allowed to access, alter or author data in a record associated with him/herself via a series of windows to fill the several tables or worksheets with the associated skills that the candidate possesses (col. 2, lines 44-58 data is stored in a storage medium...system coordinates and manages the databases; see also, col. 3, lines 49-67, see Figs. 5-8). In addition Puram teaches a direct correlation between candidate skills and rates charged by candidates and/or paid by employers for the combination of skills sought (col. 8, lines 61-67).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Puram to include rate tables for the various entered, altered skills data with the correlated rates being charged. As per teachings of Puram, it is well known

in the art to create and modify information such as rate within a table or worksheet. This would allow the company to display and compare the rates charged by each candidate along with the candidate skills to identify which candidate offers the best value.

Puram does not explicitly disclose ensuring that associated hiring entities are in compliance with regard to procuring core workforce suppliers...

However Lacy and O'Neill explicitly teach the following, wherein Lacy teaches a list of license and certifications that are required for the users' current employment position wherein the certifications are required for a given user by the user's corporate division (Lacy: col. 5, line 55 – col. 6, line 11 storage device stores data defining a comprehensive skill set; see also, col. 9, lines 11-36 list of licenses and certifications; see Fig. 6, 7 certifications; see also, col. 10, lines 1-20 data stored in a storage device); and O'Neill teaches negotiating agreements with vendors and work place companies, and also teaches rules that are provided specifying the relationship between each vendor and a workplace company where the rules relate to agreements for provision of talent, and encapsulate the terms and conditions for procuring and administration of the talent. The rules also relate to the approval process required within the workplace company (O'Neill: ¶ [0010-0011, 0028-0029 data stored in a database of the talent management system....TMS comprises a server that is coupled to a database]; see also, ¶ [0032-0034 rules are provided specifying the relationship between each vendor and a workplace company]; see also, Fig. 3: pay rate & Fig. 4: negotiate agreement[])

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the licensing and certification data of Lacy and conditions for procuring and administration of O'Neill to include additional parameter used for hiring decisions as taught by Puram in order to provide associated hiring entities with qualified candidates which will leaves a more valuable pool of candidates from which to select for subsequent positions.

In addition, Puram further discloses ...at the pre-negotiated pay rates (col. 6, line 54 – col. 7, line 2 additional parameters used by the company to make hiring decisions wherein it does not limit the type of parameter...system and method includes a database for each employer and a storage medium in which the candidate's data is stored). The pay rates disclosed in Puram may be included as a type of parameter that a company may use to make a hiring decision and wherein the associated information is stored in databases, and would make this element of the claim to be explicitly disclosed under Puram.

**Claim 20 is rejected under 35 U.S.C. 103(a) as being unpatentable over Puram or O'Neill in view of Lacy.**

**As per claim 20**, Puram or O'Neill disclose claim 13 as rejected above, wherein Puram or O'Neill do not explicitly disclose

wherein hiring entities represent distinct divisions of a business enterprise seeking the supplemental worker, each of the hiring entities distinguished by geographic location,

organization structure, and commodity group (Puram: col. 5, lines 35-43, preferred geographical region of employment; see also, col. 6, line 54 - col. 7, line 20, position profile, company global hiring rules).

However, Lacy teaches where entities represented in this structure could include non-profit or government entities or any other type of organizational unit, and multiple corporate divisions by Division 1 through Division N exist within the corporate structure (col.7, lines 50-67 entity hierarchical structure....corporate entity devoted to a particular product line or lines, or located within a particular geographical region...the divisions are further sub-divided into groups; see also, col. 9, lines 13-16, 49-52 particular skill required at the corporate, division, or group level; see also, col. 10, lines 5-8 entities represented in this structure could include non-profit or government entities or any other type of organizational unit).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the computer hosted method and system of Puram to include the entity hierarchical structure as taught by Lacy in order to facilitate the procurement and administration of temporary staff sourced from multiple vendors to the workplace company.

O'Neill discloses wherein each of the commodity groups is managed by an associated commodity council entity negotiating and maintaining agreements with core workforce

suppliers (§ [0005, 0008, 0034, 0038, 0050, 0055-0057 a talent management system (TMS) that facilitates the procurement and administration of temporary staff sourced from multiple vendors all of whom serve as a primary vendor and provides centralized corporate management and negotiation of an agreement between one or more vendors and a workplace company....TMS provides a network based implementation of an improved process that allows workplace managers, with delegated authority, to initiate the procurement of temporary staff from corporate pre-approved suppliers using any one of a familiar manner, such as by calling, emailing or faxing the vendor while still providing];

Puram or O'Neill does not explicitly disclose adding and changing core workforce suppliers;

However, O'Neill teaches a menu created by a server that identifies functions for a staffing vendor which allows selection of creating new purchase orders, extending, confirming approval, checking, reviewing, adding and editing, reporting, and obtaining a list of service locations (§ [0039]). In addition, O'Neill teaches a direct correlation between the talent management system for facilitating the procurement and administration of temporary staff sourced from multiple vendors where corporate pre-approves suppliers (§ [0055]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify O'Neill to include adding and changing core workforce suppliers within the corporate pre-approval supplier process already disclosed. As per teachings of O'Neill, it is well known in the art to change or update suppliers within corporate pre-approval supplier process based on the corporate decision, goals or needs for the specific company. This would give the company the assurance that all their current or new supplier needs are met on a constant basis.

Puram or O'Neill does not explicitly disclose creating and modifying rate tables;

However, Puram discloses several tables or worksheets associated with various types of skills which candidates are allowed to access, alter or author data in a record associated with him/herself via a series of windows to fill the several tables or worksheets with the associated skills that the candidate possesses (col. 3, lines 49-58, see Figs. 5-8). In addition Puram teaches a direct correlation between candidate skills and rates charged by candidates and/or paid by employers for the combination of skills sought (col. 8, lines 61-67).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Puram to include rate tables for the various entered, altered skills data with the correlated rates being charged. As per teachings of Puram, it is obvious and well known in the art to create and modify information such as rate within a table or



worksheet. This would allow the company to display and compare the rates charged by each candidate along with the candidate skills to identify which candidate offers the best value.

Puram does not explicitly disclose ensuring that associated hiring entities are in compliance with regard to procuring core workforce suppliers....

However, O'Neill teaches negotiating agreements with vendors and work place companies, and also teaches rules that are provided specifying the relationship between each vendor and a workplace company where the rules relate to agreements for provision of talent, and encapsulate the terms and conditions for procuring and administration of the talent. The rules also relate to the approval process required within the workplace company (§ [0032-0034 rules are provided specifying the relationship between each vendor and a workplace company]; see also, Fig. 3: pay rate & Fig. 4: negotiate agreement)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the conditions for procuring and administration of O'Neill to include additional parameter used for hiring decisions as taught by Puram in order to provide associated hiring entities with qualified candidates which will leaves a more valuable pool of candidates from which to select for subsequent positions.

In addition, Puram further discloses ...at the pre-negotiated pay rates (col. 6, line 54 – col. 7, line 2 additional parameters used by the company to make hiring decisions wherein it does not limit the type of parameter). The pay rates disclosed in Puram may be included as a type of parameter that a company may use to make a hiring decision and wherein the associated information is stored in databases, and would make this element of the claim to be explicitly disclosed under Puram.

### ***Response to Arguments***

Applicant's arguments filed 6/13/2008 have been fully considered but they are not persuasive. In the remarks, Applicant argues that (1) Puram (U.S. 6,289,340 B1) does not disclose pre-negotiated pay rates, (2) Puram does not disclose storing pre-negotiated pay rates in a data repository, (3) and Examiner has misapplied the teachings of Puram.

In response to argument (1) & (2), Examiner respectfully disagrees. Puram discloses ***additional parameters*** used by the company to make hiring decisions wherein it does not limit the type of parameter. Puram further discloses the system and method includes a database for

each employer and a storage medium in which the candidate's data is stored (col. 6, line 54 – col. 7, line 2). This statement lends support to the Examiners rejection position that the pay rates disclosed in Puram may be included as a type of parameter that a company may use to make a hiring decision and wherein the associated information is stored in databases, and would make this element of the claim to be explicitly disclosed under Puram.

In response to argument (3), Examiner respectfully disagrees. In this case, Puram teachings are directed to an apparatus, system and method for the selection of a candidate from a pool of candidates to fill a position based on the skills held by the candidate, and the skills desired for the position and the priority of the skills for the position. The current application is also directed to a method, system, and storage medium for supplemental workforce procurement and management. Therefore, the prior art and the current invention are directed to substantially the same problem and thus are analogous prior art.

### ***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in the Office action. Accordingly, THIS ACTION IS MADE FINAL. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however,

will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to BOB CHUMPITAZ whose telephone number is (571) 270-5494. The examiner can normally be reached on M-TR: 7:30AM - 6:00 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, JOHN WEISS can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-270-6494.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

B. C.  
Examiner, Art Unit 3629

/John G. Weiss/  
Supervisory Patent Examiner, Art Unit 3629

